

**VOLUNTARY CLEANUP CONTRACT  
15-6320-NRP**

**IN THE MATTER OF  
SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY COMPLEX,  
GREENVILLE COUNTY  
AND  
ENCLAVE LAURENS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Enclave Laurens, LLC, with respect to the Property located at 1439 Laurens Road and 7 Airport Road, Greenville, South Carolina. The Property includes approximately 10.160 acres consisting of three parcels and identified by Tax Map Serial Numbers 0256000600100 containing approximately 7.006 acres ("Parcel #1"), 0256000300101 containing approximately 1.846 acres ("Parcel #2") and 0256000600102 containing approximately 1.308 acres ("Parcel #3"). In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of February 6, 2015, and any amendments thereto, by Enclave Laurens, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., the S.C. State Underground Petroleum Environmental Response Bank Act, S. C. Code Ann. § 44-2-10, et seq. (as amended), and the South Carolina Pollution Control Act, § 48-1-10 et seq.

## DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank Act, S.C. Code Ann. § 44-2-10, et seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.
  - A. "Enclave" means Enclave Laurens, LLC.
  - B. "Beneficiaries" means Enclave's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
  - C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
  - D. "Contract" means this Voluntary Cleanup Contract.
  - E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Enclave or its Beneficiaries.
- H. "SCDOT" means and includes, for purposes of this Voluntary Cleanup Contract, the South Carolina Department of Transportation, the South Carolina Department of Public Safety and the South Carolina Department of Motor Vehicles.
- I. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- J. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- K. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following

findings are asserted for purposes of this Contract:

A. Owners and Operators: The owners and operators of the Property include the following:

**Parcel #1**

Owner	Period of Ownership	Percentage Interest in Ownership
South Carolina Department of Public Safety	August 7, 2007 to present	10%
South Carolina Department of Transportation	August 7, 2007 to present	90%
State Highway Commission of South Carolina	March 3, 1939 to August 7, 2007	100%

**Parcel #2**

Owner	Period of Ownership	Percentage Interest in Ownership
South Carolina Department of Public Safety	August 7, 2007 to present	50%
South Carolina Department of Transportation	August 7, 2007 to present	50%
State Highway Commission of South Carolina	March 3, 1939 to August 7, 2007	100%

**Parcel #3**

Owner	Period of Ownership	Percentage of Ownership
South Carolina Department of Public Safety	August 7, 2007 to present	100%
State Highway Commission of South Carolina	March 3, 1939 to August 7, 2007	100%

B. Property and Surrounding Areas: The Property is bounded generally to the north by abandoned railroad tracks with retail properties beyond; to the east by undeveloped wooded land with commercial properties beyond; to the south by Airport Road, Laurens Road, and a US Post Office with retail and commercial properties beyond; and to the west by Pleasantburg Drive with retail properties beyond. The Property consists of approximately 10.16 acres and comprises:

- The former SCDOT District 3 Administrative Office Building and grounds;
- The former SCDOT District 3 Vehicle Fueling Facility and grounds;
- The former SCDOT Maintenance Facility and grounds;
- The former SCDOT District 3 Materials Testing Laboratory and grounds;
- The former SCDMV Office and grounds; and,
- The former SCDPS Salvage Vehicle Office Trailer and grounds.

The Property is owned and has been used historically at different intervals and durations by the South Carolina Highway Department / Department of Transportation, the South Carolina Department of Motor Vehicles and the South Carolina Department of Public Safety. The Property was first developed with the State Highway Commission Headquarters in 1954. Multiple maintenance buildings were constructed on the Property. These buildings were used for

vehicle and equipment storage and road spray painting operations, which reportedly included the bulk storage of lead-based paints and chlorinated solvent cleaners. In 1980, the maintenance operations were moved and the maintenance buildings were demolished. The Materials Testing Laboratory, located on the southern portion of the Property along Airport Road, was constructed sometime between 1965 and 1979. The Driver's License Examination Building and Refueling Building appear to have been constructed after the maintenance buildings were demolished. Multiple underground storage tanks were historically present on the Property, although they were reportedly removed from the Property. Groundwater is impacted by petroleum constituents. Groundwater sampling performed in 2007 and 2008 confirmed the presence of chlorinated solvents in the groundwater. The source of the petroleum constituents appears to be the former SCDOT USTs located on the southwestern portion of the Property. The source of the chlorinated solvents appears to be linked to the historical use of the Property as the SCDOT maintenance facility.

#### Petroleum Constituents (Site No. 04471)

Twelve USTs were historically located at the Property. Ten of the USTs reportedly contained gasoline; one contained heating oil. However, other reports indicate that there was at least one diesel UST formerly located on the Property. The UST closure report provided indicated that two 12,000-gallon gasoline USTs that were located adjacent to the Refueling Building were removed from the Property in 2003. Based on information from another report, the two USTs received a No Further Action (NFA) letter from the Department. That report also indicated that one 4,000-gallon diesel UST that was used to store fuel for the back-up generator and located on the north side of the Former District Office Building, was removed in 2007. SCDHEC issued a No Further Action letter for the diesel UST in July 2007.

The on-line UST Registry maintained by the Department indicated a listing as SCDOT District 3 in Greenville. Twelve tanks were listed; ten were used for gasoline storage; one for heating oil (presumed); and, one for diesel. All of these tanks were listed as having been removed.

Two releases were also listed:

- Petroleum from UST -- reported 2-May-2003; free product greater than one foot present; State Underground Petroleum Environmental Response Bank (SUPERB) qualified; SCDOT is responsible party
- Unspecified material from UST -- reported 23-Jul-2007; NFA issued July 30, 2007; SUPERB not applicable

A summary of the tanks, including size, material of construction, contents, and status, are provided in the Phase I Environmental Assessment Report, dated December 17, 2014, developed by S&ME.

Although the two 12,000-gallon USTs had received an NFA letter from SCDHEC, a SUPERB Tier II Assessment was performed in the area of the Refueling Building in 2010. Additional monitoring wells were installed during the assessment. Petroleum contamination was present in the groundwater in the area of the former SCDOT Refueling Building and appeared to be migrating towards the central and then northern portions of the Property. North Wind, Inc., acting as SCDOT's investigative and remedial contractor under SUPERB, performed aggressive fluid vapor recovery (AFVR) and groundwater monitoring in July 2011.

A 2013 groundwater monitoring event indicated that contamination was still present in the monitoring wells located adjacent to the former SCDOT Refueling Building and in monitoring wells on the central portion of the Property. Free-

phase product was present in one of the monitoring wells near the former SCDOT Refueling Building. North Wind, Inc. performed a 96-hour AFVR event in August 2014. The November 2014 report submitted by North Wind, Inc. verified the continued presence of petroleum constituents. However, MW-1, which previously had free product thickness greater than 0.01 ft in 2013, no longer exhibited free product in excess of 0.01 ft.

#### Chlorinated Solvents

Evidence of buried and discarded drums, along with other debris, was observed scattered across the northwestern, northern, and eastern portions of the Property during a Phase I Environmental Assessment performed in 2006. The drums and debris were removed from the Property and groundwater samples were collected through temporary monitoring wells. Low concentrations of chlorinated solvents and petroleum constituents were detected in several of the groundwater samples collected. Permanent monitoring wells were installed and sampled on the Property in 2007. Chlorinated solvents and petroleum constituents were again detected in the groundwater. The report concluded that the petroleum constituents were a result of a release from the former USTs. The report also stated that the chlorinated solvents may be the result of releases from the SCDOT testing laboratory (7 Airport Road) and the 55-gallon drums previously removed from the Property.

North Wind, Inc. documented environmental assessment activities in a report dated February 23, 2007. Activities included clearing vegetation, GPS mapping the locations of drums, collecting soil samples from the drum locations (majority of the drums were empty), and collecting samples of material stored in two drums to determine proper disposal requirements. North Wind concluded that a release of volatile organic compounds is likely to have occurred in the area of sample GS-2. A 2008 groundwater sampling event confirmed the presence of petroleum



constituents and solvents in the groundwater at the Property.

On November 13, 2014 S&ME performed a limited assessment of the Property. The results were presented in a Letter of Findings, Limited Phase 2 Environmental Site Assessment, dated January 21, 2015. Eight surface soil samples were collected. Nine VOCs were detected in sample DP-1; however, none exceeded the residential or industrial RSLs. No VOCs were detected at any of the other locations. No SVOCs were detected at any of the locations. Seven of the eight RCRA metals were detected with silver the lone metal not detected. Arsenic exceeded the residential RSL at 4 locations and in the soil pile; however, none exceeded the industrial RSL. None of the other RCRA metals exceeded the residential or industrial RSL. Groundwater samples were collected from eight existing monitoring wells. Results were consistent with the previously known release of chlorinated solvents and petroleum contaminants that occurred during SCDOT's ownership of the Property. The SCDOT is and shall remain the responsible party for the investigation and remediation for all Contaminants that exist on the Property prior to the date that the title to the Property is conveyed to Enclave.

- C. Applicant Identification: Enclave is a South Carolina limited liability company with its principal place of business located at 531 South Main Street, Suite 207, Greenville, South Carolina, 29601. Enclave affirms that it has the financial resources to conduct the response action pursuant to this Contract.
  
- D. Proposed Redevelopment: Enclave will acquire the Property and intends to redevelop the Property for mixed retail, commercial, and residential, including apartments, condominiums, and townhouses, but not including any single family residential houses with yards. A small portion of the Property along the northern boundary will likely be transferred to Greenville County to be developed as a

park.

### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Enclave certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Enclave also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

### RESPONSE ACTION

4. Enclave agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Enclave, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by Enclave, or its designee in accordance with the schedule provided in the initial Work Plan. Enclave acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. . Enclave shall perform all actions required by this Contract, and any related actions of Enclave's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

#### A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one

- hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Enclave shall identify and obtain the applicable permits before beginning any action.
  - 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
  - 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
    - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
    - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
    - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
      - i. the full EPA Target Analyte List (TAL);
        - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
      - ii. the full EPA Target Compound List (TCL);
        - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
        - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);

- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
  - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Enclave's consulting firm(s), analytical laboratories, and Enclave's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
  - b). Enclave shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Enclave in writing of approvals or deficiencies in the Work Plan.
- 8). Enclave, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Enclave shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Enclave shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall

allow the Department, or its authorized representatives, to take duplicates of any samples if desired.

- 11). Enclave shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Enclave shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**B. Report Logistics**

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

**C. Assess Waste Materials and Segregated Sources:**

- 1). Enclave shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, Enclave shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Enclave shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Enclave shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Enclave shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Enclave shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Enclave, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Enclave shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations:
  - a). A presumed background location to be analyzed for TAL Metals;
  - b). One location within the soil stockpile located on the southeastern portion

- of the property with a bias towards staining, if present;
- c). Two locations in the approximate area of the former vehicle maintenance facility;
  - d). Three locations within the area to be transferred to Greenville County and developed as a park with at least one location near the remnants of the building previously located in this area;
  - e). The area of the proposed residential development shall be divided into approximately 1-acre grids. One composite sample of surface soil and one composite sample of subsurface soil shall be collected from each grid. Each composite sample shall be comprised of three aliquots distributed across each grid.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface sample from the soil stockpile shall be analyzed for the full EPA-TAL and EPA-TCL.
  - 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- a). Enclave shall assess groundwater quality and flow direction across the Property. Assessment shall include:
  - b). the collection of groundwater samples from existing monitoring wells MW-2, -3, -4, -4A, -5, -6, -7, -7A, and -12
  - c). the installation of a minimum of two permanent or temporary monitoring wells to be installed at the following locations:
    - i. hydraulically downgradient of MW-3;
    - ii. the corner of the paved area near the storage shed.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-

Metals, VOCs and SVOCs. In addition, the sample from the well to be installed near the storage shed shall be analyzed for the full TAL/TCL parameters.

- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Available groundwater quality data for the Property identifies concentrations of volatile organic compounds that may pose an unacceptable vapor intrusion risk on the Property. Enclave shall either further evaluate vapor intrusion risk to determine appropriate vapor mitigation measures, or shall preemptively mitigate potential impacts to indoor air as part of new construction planned for the Property .
- 2). If Enclave elects to conduct further evaluation of vapor intrusion risk, Enclave shall submit a Vapor Assessment Work Plan followed by a report of the results. Enclave's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to vapor intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a  $10^{-6}$  risk. Enclave shall predict indoor air concentrations based on the soil gas sample results and site conditions using a depth-appropriate attenuation factor. Screening levels for soil gas and predicted indoor air concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.



Based on the assessment results and any other appropriate lines of evidence, Enclave shall submit a Vapor Mitigation Plan designed to effectively mitigate the contaminant levels predicted for indoor air for the proposed use on the Property.

- 3). If Enclave elects to implement preemptive vapor intrusion mitigation measures in lieu of soil gas sampling, Enclave shall submit a Preemptive Vapor Mitigation Plan detailing the steps for vapor intrusion control, and procedures to confirm the effectiveness of the control measures. A preliminary, conservative evaluation of vapor intrusion risk on the Property indicates predicted indoor air concentrations may be too high to be sufficiently mitigated by some types of mitigation measures. In the absence of soil vapor assessment to better characterize vapor intrusion risk, the preemptive vapor intrusion mitigation measures shall be designed to maximize reduction of contaminant vapor intrusion and shall require confirmation of acceptable indoor quality when the vapor mitigation system is in place.
- 4). All vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient of 1 for non-carcinogens based on current EPA screening levels for indoor air and guidance on vapor intrusion. All vapor intrusion control measures shall include measures to confirm that the vapor mitigation system is effective, and measures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable indoor air contaminant concentrations do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). Enclave shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
  - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
  - b). Enclave shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Enclave shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property
  - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure for the proposed future use of the Property.
  - b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination.
  - c). Enclave may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Enclave shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
  - d). Upon completion of any corrective measures, Enclave shall provide a

Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). Enclave shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). Should groundwater monitoring be required that is not being performed by SCDOT, then any such monitoring performed by Enclave shall be limited to annual groundwater monitoring for no more than two (2) years following the completion of the initial round of groundwater sampling required under this Contract.
- 3). Enclave shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

- 5. Enclave shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health

Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Enclave agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Enclave.

#### PUBLIC PARTICIPATION

6. Enclave and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Enclave.
  - B. Enclave shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
    - 1). The sign will state "Voluntary Cleanup Project by Enclave Laurens, LLC under Voluntary Cleanup Contract 15-6320-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Enclave. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
    - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.

- 3). Enclave shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). Enclave agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Enclave shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Enclave shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. Enclave shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 90 days of the execution date of this Contract and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    - 1). The actions taken under this Contract during the previous reporting period;
    - 2). Actions scheduled to be taken in the next reporting period;
    - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
    - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
  - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

## SCHEDULE

8. Enclave shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Enclave shall implement the interim measures in accordance with a Department-approved plan.

## DECLARATION OF COVENANTS AND RESTRICTIONS

9. Enclave or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to restrict the use of the Property from single-family residential with yards, agricultural, child day care, and adult day care use and shall prohibit the use of groundwater on the Property; provided however, that the Declaration for the Property shall not restrict from being used for the intended redevelopment described in Paragraph 2.D above. Additional restrictions may be required based on the response actions completed under this Contract. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:
  - A. The Department shall prepare and sign the Declaration prior to providing it to Enclave. An authorized representative of Enclave or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
  - B. Enclave or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.

- C. Enclave or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, Enclave or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Enclave or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Enclave or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Enclave or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Enclave acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's

authorized representatives and all persons performing response actions on the Property under the Department's oversight. The Declaration shall provide that the Department, its authorized representatives and persons performing response actions on the Property shall not unreasonably interfere with the use and enjoyment of the Property by Enclave or its tenants.

- H. Enclave or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

- 10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or



at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jerry Stamps  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

B. All correspondence and notices to Enclave shall be submitted to Enclave's designated contact person who as of the effective date of this Contract shall be:

Marcus McCall  
Managing Member  
McCall Capital, LLC  
531 S. Main Street, Suite 207  
Greenville, South Carolina 29601

#### FINANCIAL REIMBURSEMENT

11. Enclave or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto,

and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Enclave on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Marcus McCall  
531 S. Main Street, Suite 207  
Greenville, South Carolina 29601

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

- 12. Enclave agrees the Department has an irrevocable right of access to the Property for environmental response matters after Enclave acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Enclave or its Beneficiaries for the Property under this Contract as follows:

- A. Enclave or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Enclave or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
  - 1). A Provisional Certificate of Completion will include specific performance standards that Enclave or its Beneficiaries shall continue to meet.
  - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Enclave or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

- 14. Enclave or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after

the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Enclave shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

#### CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Enclave, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
  - A. Enclave or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
  - B. Enclave and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
  - C. If the Certificate of Completion has not been issued, Enclave or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
    - 1). Is not a Responsible Party for the Site;
    - 2). Has sufficient resources to complete the activities of this Contract;

- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
  - 4). Will assume the protections and all obligations of this Contract and,
  - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Enclave or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
  - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.
- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

#### CONTRACT TERMINATION

16. Enclave, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other

party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide Enclave or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;
  - 2). Change in Enclave's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of Enclave or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Enclave or its Beneficiaries;
  - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by Enclave or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by Enclave or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Enclave's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Enclave or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Enclave or its Beneficiaries have been stabilized or mitigated

such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Enclave or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

- 17. Enclave and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:
  - A. Effective on the date this Contract is first executed by the Department:
    - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
    - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).

- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.
- B. Effective on the date the Certificate of Completion is issued by the Department.
- 1). The Department's covenant not to sue Enclave and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Enclave or its Beneficiaries.
  - 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.
- C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Enclave or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Enclave and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Enclave or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Enclave and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Enclave and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.



#### RESERVATION OF RIGHTS BY ENCLAVE

19. Enclave retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Enclave and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Enclave and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. Enclave and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Enclave or its Beneficiaries. Enclave and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

#### LIMITATION OF CLAIMS BY ENCLAVE AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Enclave and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**ENCLAVE LAURENS, LLC**

BY:

DATE:

*[Signature]*  
\_\_\_\_\_  
Marcus S. McCall

Printed Name and Title

*President/Manager*

# APPENDIX A

Enclave Laurens, LLC

Application for Non-Responsible Party Voluntary Cleanup Contract

February 6, 2015



## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Enclave Laurens, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Marcus McCall	Member-Manager	mm@mccap.net
Name	Title	Email
Suite 207, 531 S. Main Street	864-370-0037	864-430-0671
Address	Phone1	Phone2
Greenville	South Carolina	29601
City	State	Zip

##### b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

531 South Main Street

Suite 207

Street address

Greenville

South Carolina

Suite Number

29601

City

State

Zip

RECEIVED

FEB 06 2015

SITE ASSESSMENT,  
REMEDIATION &  
REVITALIZATION

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
<u>Marcus McCall</u>	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☒ Yes ☐ No

d. If yes, identify all affiliations: McCall Capital, LLC

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

## II. Property Information

9. Location

a. Physical Address 1439 Laurens Road and 7 Airport Road

b. County Greenville

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Greenville  
(town/city)

10. List any Companies or Site names by which the Property is known

Former SC Highway Department

SC Department of Public Safety

SC Department of Transportation

SC Division of Motor Vehicles

11. Total Size of Property Covered by this Contract 10.160 Acres

12. How many parcels comprise the Property? Three (3)

13. Current Zoning (general description)

C-3 Commercial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information *Complete the information below for each Parcel (attach additional sheets if needed)*

a. Tax Map Parcel# 0256000600100  
b. Acreage 7.006  
c. Current Owner SC Dept. Public Safety  
d. Owner Mailing Address SCDOT Property Mngmt  
POB 191  
Columbia, SC 29202  
e. Contact Person for Access Kathryn Copeland  
f. Access Person's Phone # 803-737-4477  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☒ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2000s  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# 0256000300101  
b. Acreage 1.846  
c. Current Owner SC Dept. Public Safety  
d. Owner Mailing Address SCDOT Property Mngmt  
POB 191  
Columbia, SC 29202  
e. Contact Person for Access Kathryn Copeland  
f. Access Person's Phone # 803-737-4477  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☒ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2000s  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# 0256000600102  
b. Acreage 1.308  
c. Current Owner SC Dept. Public Safety  
d. Owner Mailing Address SCDOT Property Mngmt  
POB 191  
Columbia, SC 29202  
e. Contact Person for Access Kathryn Copeland  
f. Access Person's Phone # 803-737-4477  
g. Is Parcel Currently Vacant? ☒ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☒ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☒ Not operating since 2000s  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_  
b. Acreage \_\_\_\_\_  
c. Current Owner \_\_\_\_\_  
d. Owner Mailing Address \_\_\_\_\_  
e. Contact Person for Access \_\_\_\_\_  
f. Access Person's Phone # \_\_\_\_\_  
g. Is Parcel Currently Vacant? ☐ Yes ☐ No  
h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used  
i. Business/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the  
business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:

(attach additional sheets if necessary)

Mixed Retail/Light Commercial and Residential

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No

b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 5 to 25 depending on re-  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Amount unknown, \$

20. a. Will there be Intangible benefits from this redevelopment such as:

☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development

☒ Creation / Preservation of Green Space on the Property

☒ Deconstruction/ Recycling of demolition or building debris

☐ Other \_\_\_\_\_

b. Please Describe:

Creation -- small park and connection to City of Greenville Swamp Rabbit Trail

Deconstruction/Recycling -- building demo debris (metals, fluorescent light bulbs, etc.) will be recycled; aggregate material will be recycled/reused when possible

21. Anticipated date of closing or acquiring title to the property April-June / 2015 /

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

S&ME, Inc.

Company

281 Fairforest Drive

Greenville

SC

29607

Address

City

State

Zip

Mike Marcus

864-208-9393

864-915-5842

mmarcus@smeinc.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Scott Dacus

PG (2001) 2258

864-574-2360

864-590-6113

sdacus@smeinc.com

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)  
 Smith Moore Leatherwood, LLP  
 Firm  
 Robert deHoll 864-751-7655 864-569-4623  
 Attorney Phone1 Phone 2  
 2 West Washington Street Greenville SC 29601 bob.deholl@smithmo+  
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title  
 Company Phone  
 Address  
 City State Zip

26. **Financial Viability**

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

Signatures

**V. Application Completion (The following are required along with this form. Check applicable boxes)**

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by S&ME, Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on: (Site Name)

☒ The Following reports are attached:

Report Date

Report Name

Environmental Firm

see attached bibliographic listing

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

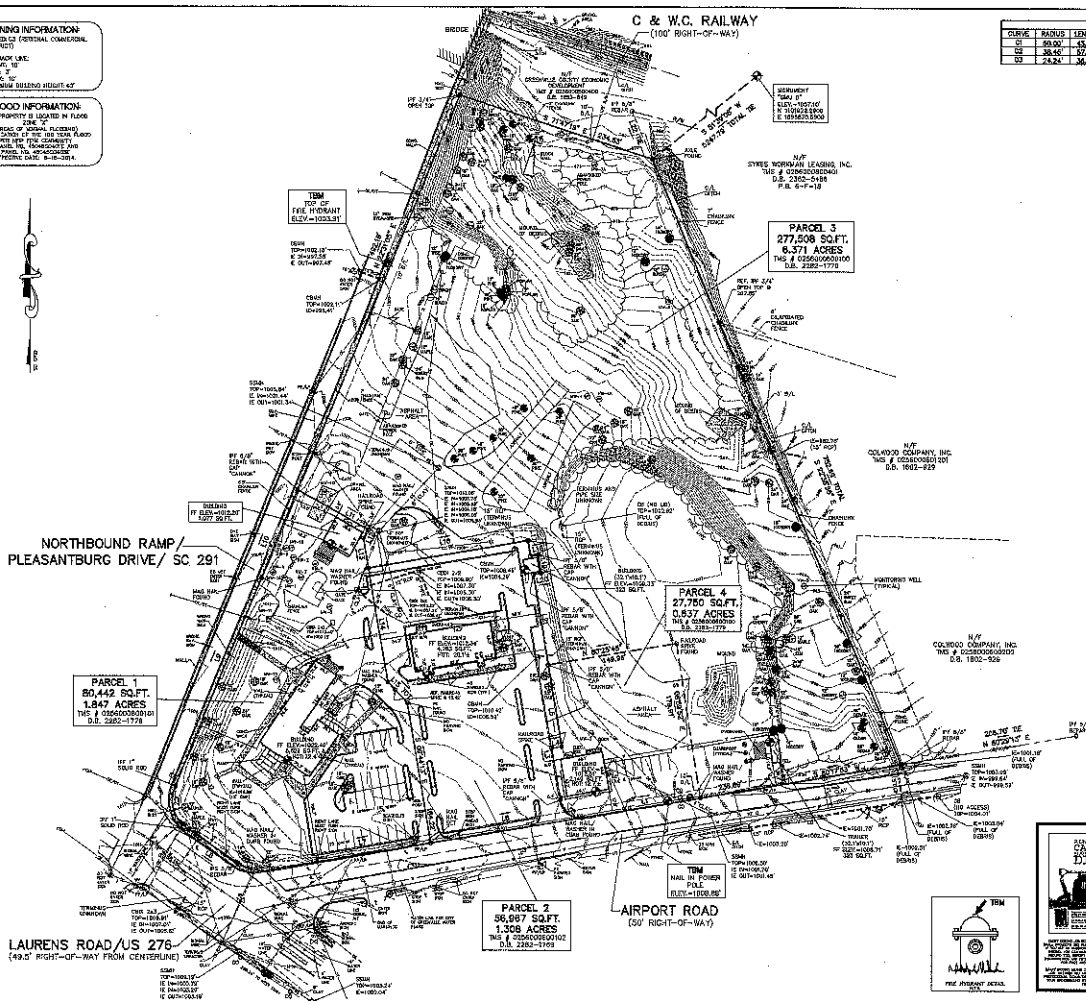
Signature(s)

**This Section for Department Use Only**

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

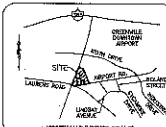


**FLOOD INFORMATION:**  
THIS PROPERTY IS LOCATED IN FLOOD  
ZONE "X"  
(AREAS OF MODERATE FLOODING)  
THE LOCATION OF THE 100 YEAR FLOOD  
PANEL SHIP FIVE CLARENCE  
PANEL NO. 40800000000  
PANEL NO. 40800000000  
PANEL NO. 40800000000



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00'	43.34'	23.14'	43.00'	S 79°00'12" E	69°40'00"
C2	38.46'	57.23'	26.41'	52.00'	S 17°31'06" E	80°18'24"
C3	14.34'	34.38'	13.00'	28.50'	S 85°45'00" E	88°40'00"

LINE TABLE		
LINE	LENGTH	REMARKS
C1	138.12	S 80°25'15" E
C3	80.75	N 55°35'52" W
C4	11.64	N 81°10'37" E
C6	24.81	N 04°18'52" E
C7	178.06	S 82°20'20" E
C8	165.47	S 80°25'15" E
C9	89.37	N 55°35'52" W
C9	258.89	N 81°10'37" E
C10	109.31	N 04°18'52" E
C11	85.53	S 80°25'15" E
C12	10.85	S 28°08'10" E
C13	34.84	S 08°24'30" E
C14	133.41	S 69°46'22" E
C15	32.49	S 43°30'10" E
C16	188.78	S 82°20'20" E
C17	17.85	S 69°28'18" E
C18	0.89	N 78°37'37" E
C19	91.34	S 08°24'30" E
C20	0.92	S 72°28'14" E
C21	106.52	S 14°01'30" E
C22	11.72	N 04°18'52" E

[illegible]

## POSSIBLE PROJECTIONS

TOTAL LAND AREA:  
442,667 SQ.FT.  
10.163 ACRES

**BASIS OF BEARINGS  
AND BENCHMARK**  
BEARINGS AND ELEVATIONS BASED ON GPS  
"RTK" OBSERVATION OF USGS MONUMENT  
"GMJ B" AND "C GIN RIDGE"  
ELEVATIONS BASED ON GPS "RTK"  
OBSERVATION OF USGS MONUMENT "GMJ B"  
MAY 83 - MAY 88

**FREELAND**  
SOURCES • EQUIPMENT

**FREELAND & ASSOCIATES, INC.**  
320 WEST ELMEN AVE.  
GREENSBORO, NC 27409 (919) 823-2010  
TEL. (800) 371-4824 FAX (919) 823-2010  
E-MAIL: [SALES@freeland-uscc.com](mailto:SALES@freeland-uscc.com)

BRAND: **DAVID** PARTY: **DAVID** BUY: **CHICKEN** W/O

DISC: **PLAT** **8020** **100** **CHICKEN**

NO. **002** **8020** **100** **CHICKEN**

TAX MAP: **1** **SEE DRAWING**

DATE OF SURVEY: **10-15-2004**

DATE OF SALE: **10-27-2004**

SURVING NO: **65630**

DATE OF LAST REVIEW: **10/27/04**

SCALE: **1" = 100'**

BOALS: **6" = 60'**

**FREELAND & ASSOCIATES**  
INC. 000030

U.S. DEPT. OF THE INTERIOR

STATE OF SOUTH CAROLINA  
GREENVILLE COUNTY  
CITY OF GREENVILLE

TOPOGRAPHIC  
SURVEY FOR  
McCALL CAPITAL, LLC

**SECTION 30 TO NRPVCC APPLICATION FOR ENCLAVE LAURENS, LLC ON  
SCDOT PROPERTY LOCATED AT 1439 LAURENS ROAD AND 7 AIRPORT ROAD,  
GREENVILLE, SOUTH CAROLINA**

**ADDRESSES OF FORMER OWNERS, OPERATORS AND OTHER POTENTIALLY  
RESPONSE PARTIES:**

1. South Carolina Department of Transportation  
Right of Way Division  
Attention: Property Management, Room 422  
Mr. Brian L. Keys  
Director, Rights of Way  
955 Park Street, Post Office Box 191  
Columbia, South Carolina 29202-0191
2. South Carolina Department of Public Safety  
10311 Wilson Blvd.  
P.O. Box 1993  
Blythewood, South Carolina 29016
3. South Carolina Department of Motor Vehicles  
10311 Wilson Blvd.  
P.O. Box 1498  
Blythewood, South Carolina 29016-0020